

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/27/2011		2. CONTRACT NO. (If any)		6. SHIP TO:				
3. ORDER NO. EP-11-W-000086		4. REQUISITION/REFERENCE NO. PR-OSWER-11-00796		a. NAME OF CONSIGNEE Craig Beasley, 202 564 2087				
5. ISSUING OFFICE (Address correspondence to) SRRPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3805R Washington DC 20460				b. STREET ADDRESS US Environmental Protection Agency Ariel Rios Bldg. 1200 Pennsylvania Ave		c. CITY Washington		
				d. STATE DC		e. ZIP CODE 20460		
7. TO: (b)(4)				f. SHIP VIA				
a. NAME OF CONTRACTOR HARRIS CORPORATION				8. TYPE OF ORDER				
b. COMPANY NAME				<input checked="" type="checkbox"/> a. PURCHASE		<input type="checkbox"/> b. DELIVERY		
c. STREET ADDRESS 1680 UNIVERSITY AVE. (b)(4)				REFERENCE YOUR:		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY ROCHESTER				e. STATE NY		f. ZIP CODE 146101839		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE Office of Emergency Management				
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT				
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS				Destination				
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10/27/2011		16. DISCOUNT TERMS		
a. INSPECTION Destination		b. ACCEPTANCE Destination						
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The purpose of this purchase order is to procure 2 site surveys. These surveys will take place at two sites. (1) Denver Site Survey and (2) Odenton Site Survey. Please see attached quote for survey locations. Max Expire Date: 09/26/2012 Continued ...							
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.				17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:								
a. NAME RTP Finance Center								\$12,415.00
b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive								
c. CITY Durham								\$12,415.00
d. STATE NC								
e. ZIP CODE 27711								
22. UNITED STATES OF AMERICA BY (Signature)						23. NAME (Typed) Elaine M. Scott TITLE: CONTRACTING/ORDERING OFFICER		17(i) GRAND TOTAL

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

09/27/2011

ORDER NO.

EP-11-W-000086

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Admin Office: SRRPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3805R Washington DC 20460</p> <p>Mark For: OAR/OAQPS/SPPD US Environmental Protection Agency Mail Code: D205-01 109 TW Alexander Drive Durham NC 27711</p> <p>Accounting Info: 11-T-D3N-302D72C-2505-HQ00BM00-11D3N15020-00 1 BFY: 11 Fund: T Budget Org: D3N Program (PRC): 302D72C Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 11D3N15020-001 Period of Performance: 09/27/2011 to 09/26/2012</p> <p>This PR is for purchasing Secure Communications equipment for Secure operations. Funding is for \$12,415.00. NPPD Line Item NCS 3-10.</p> <p>This PR is for purchasing a Secure Communications HF radio survey. Funding is for \$12,415.00. NPPD Line Item NCS 3-10.</p> <p>The total amount of award: \$12,415.00. The obligation for this award is shown in box 17(i).</p>				12,415.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$12,415.00	

Clause(s):

CO ADDED 52.232-25 Prompt Payment (OCT 03)
Incorporated by reference. The full text is available at www.arnet.gov/far.

CUSTOM CO ADDED COMMERCIAL ITEM CLAUSES (JUN 03)

The following clauses are incorporated by reference:

52.212-1, Instructions to Offerors - Commercial Items (OCT 2000)

52.212-3, Offeror Representations and Certifications - Commercial Items (JUL 2000)

52.212-4, Contract Terms and Conditions - Commercial Items (FEB 2002)

52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (MAY 2002)

The above-referenced FAR clauses are incorporated by reference in their entirety. The full text may be accessed at:
<http://www.acquisition.gov/far/index.html>

CUSTOM CO ADDED For PO and Payment Information- RTP Finance (NOV 03)

For payment information, contact the Finance Office on (919) 541-0616. For purchase order information, contact the "Buyer" indicated in block 10 of your Purchase Order.

CUSTOM CO ADDED INVOICES-RTP Finance (NOV 03)

Invoices shall be prepared containing the following information: Purchase Order Number, description of commodities/services furnished, period of performance, taxpayer ID number and amount due.

Invoices shall be submitted to the address specified in block 21 of this order.

OR

Invoices shall be submitted via e-mail to RTPReceiving@epa.gov

Provide the pdf file with the following naming convention and SUBJECT in email:

SI_PO#_inv#.pdf Example: SI_EP08X00005_5335.pdf

For status of Invoice Payments, call the Financial Office's Customer Service at (919)541-0616.

The FedEx/Commercial Courier address for invoices:

US EPA, RTP-Finance (Mail Drop D143-02)

4930 Page Road

Durham, NC 27703

Vendors interested in checking the status of payments should use the Department of Treasury's Payment Advice Internet Delivery (PAID) system. It is located on the following web site and requires registration: <http://www.fms.treas.gov/paid/index.asp>

CUSTOM CO ADDED PAYMENT BY ELECTRONIC TRANSFER (OCT 03)

a) Method of payment. (1) All payments by the Government under this task order shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment;
or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractors EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractors EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

CUSTOM TAX

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 03)

The clause is incorporated by reference. The full text of the clause is available at: <http://www.arnet.gov>.

FAR 52.204-6 Data Universal Numbering System (DUNS) Number (OCT 03)
Data Universal Numbering System (DUNS) Number (Oct 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS number or DUNS+4 that identifies the offerors name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (Industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

END OF CLAUSE

FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 08)
This clause is incorporated by reference. The full text of the clause is available at <http://www.arnet.gov/far/index.html>

FAR 52.204-7 Central Contractor Registration (Alt I) (OCT 03)
Central Contractor Registration (Alt I)(Oct 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (DB) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by DB plus a 4-character suffix that may be assigned by a business concern. (DB has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record Active.

(b)(1) The Contractor shall be registered in the CCR database by December 31, 2003. The Contractor shall maintain registration during performance and through final payment of this contract.

(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

FAR 52.204-7 Central Contractor Registration (Alt I)(II) (OCT 03)

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation

FAR 52.204-7 Central Contractor Registration (Alt I)(III) (OCT 03)

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 08)

To view the full text of this clause go to www.acquisition.gov/far.

FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 03)

The clause is incorporated by reference. The full text of the clause is available at: <http://www.arnet.gov>.

FAR

52.232-33 Payment by Electronic Funds Transfer Central Contractor Registration (OCT 03)
Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) *Accept payment by check or some other mutually agreeable method of payment;*
or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractors EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractors EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

FAR 52.232-33 Payment by Electronic Funds Transfer Central Contractor Registration (II) (OCT 03)

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractors EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractors EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

FAR 52.232-33 Payment by Electronic Funds Transfer Central Contractor Registration (III) (OCT 03)

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractors financial agent.

FAR

52.232-33 Payment by Electronic Funds Transfer Central Contractor Registration (IV) (OCT 03)

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

END OF CLAUSE

Additional Terms and Conditions

Year 2000 Compliance

Any product offered or electronic and authorization system delivered under this contract is warranted to be Year 2000 compliant. Year 2000 Compliant means accurately processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all products used in combination with the contractor's product properly exchange date data with it.

TAXPAYER IDENTIFICATION (FAR 52.204-3)(10/30/98)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____